

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-246**

The City of Lincoln intends to purchase the following and invites you to submit a sealed bid for:

**Electric Material Lift Truck
and
Sale of Existing Electric Material Lift Truck**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon, **September 29, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, South West Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or delivery service is used for submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified.

Proposal
Specification 04-246
Electric Material Lift Truck

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers____through____are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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Base Bid Items:

1.	Electric Material Lift Truck complete with battery and industrial battery charger installed by dealer	1	\$_____	\$_____
	Make/Model _____ Lift Truck_____	Make/Model _____ Battery_____	Make/Model _____ Battery Charger_____	

Optional Bid Items:

2.	Annual Service Agreement	1	\$_____	\$_____
3.	Optional sale price for existing City owned electric material lift	1	\$_____	\$_____

NO BID SECURITY REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE:

SEALED BID FOR SPEC. 04-246

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS after receipt of order

TERMS OF PAYMENT

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov
Keyword: bid

04-246
Specifications
For
Electric Material Lift Truck

1. General

- 1.1 The material lift will be used in the City's Lincoln Water System material handling and storage areas.
- 1.2 Work applications will include the loading and unloading of water pipe, fittings, parts, valves, fire hydrants and meters.
- 1.3 Equipment shall be complete with all accessory and optional equipment as specified herein, and shall include all owner's and service manuals at time of delivery.

2. Supplemental Instructions to Bidders

- 2.1 Bidders shall submit the following for a complete bid:
 - 2.1.1 A copy of these Specifications with compliance marked "yes" or "no".
 - 2.1.2 A copy of these Specifications with all additional information provided where requested.
 - 2.1.3 Manufacturer's literature fully describing the equipment, the specified features, and all requested options.
 - 2.1.4 Complete details of the specified warranties.
 - 2.1.5 Complete details of the annual service agreement.
- 2.2 Upon request, bidders shall provide a minimum of five reference contacts currently using the exact equipment model being bid.
- 2.3 Bidders shall provide onsite demonstrations of equipment if requested to confirm compliance with the required performance specifications.
- 2.4 Contact Mr. Chuck Turner at 402.441.5938 for additional information regarding these Specifications.

3. Model

- 3.1 Equipment must be new, 2004 production year, and of the latest improved model under current production.
- 3.2 Acceptable skid steer loaders include:
 - 3.2.1 Crown RC3020-30-TF-130.
 - 3.2.2 Bids for alternate equipment which are functionally equivalent to the above named manufacturer(s) and models will be given consideration.
 - 3.2.3 It is intended that alternate models have the same operating characteristics as the above named manufacturers, including operator controls, maneuverability, critical clearances and general performance.

4. Trade-in

- 4.1 An existing Clark NST30 - 876 electric material lift (stand-up model), battery and battery charger shall be offered for sale as part of these Specifications.
 - 4.1.1 Material lift serial number: NST2452192985FA.
 - 4.1.2 Material lift hours: 2059 hours as of May 24, 2004.
 - 4.1.3 Battery model and description: Exide - non-sealed.
 - 4.1.4 Batter charger model and description: Gould - Ferrocharger.
- 4.2 Equipment is offered “as is” and “where is” with no warranties expressed or implied and the buyer is responsible for all transportation costs.
- 4.3 Interested bidders may offer bid proposals on either the new material lift or the sale of the existing material lift, or both.
- 4.4 Bid award for the new equipment shall be made independent of the existing equipment.
- 4.5 Contact Mr. Chuck Turner at 402.441.5938 to view equipment.

**Technical Specifications
For
Electric Material Lift Truck**

Meets Specifications		Specification Requirement (Circle compliance "yes" or "no" and provide information as requested)
		5. Performance Requirements
Yes	No	5.1 Electric operated using 36-volt power.
Yes	No	5.2 Stand-up operator position with counterbalance.
Yes	No	5.3 Forward steering.
Yes	No	5.4 Vehicle must have a minimum net load capacity of 3000 lbs at 24-inch load center measured from fork face to center of gravity.
Yes	No	5.5 Minimum lift height of 130 inches.
Yes	No	5.6 Minimum free lift of 35 inches.
Yes	No	5.7 Minimum tilt back of 10 degrees.
Yes	No	5.8 Minimum tilt forward of 3 degrees.
Yes	No	5.9 Minimum overall collapsed height of 83 inches.
Yes	No	5.10 Minimum overall extended height of 178 inches.
Yes	No	5.11 Maximum ground height to overhead guard of 91 inches.
Yes	No	5.12 Turning radius of 53 inches.
Yes	No	5.13 Maximum head length of 63 inches.
Yes	No	5.14 Maximum equipment width of 40 inches.
Yes	No	5.15 Single speed, forward and reverse.
Yes	No	5.16 Mast and hydraulic cylinders designed and positioned to provide maximum operator visibility.
		6. Carriage
Yes	No	6.1 42 inch length forks.
Yes	No	6.2 Load back rest height of 48 inches.
Yes	No	6.3 4 inch wide forks.

Meets Specifications		Specification Requirement (Circle compliance “yes” or “no” and provide information as requested)	
		7 Operator Controls	
Yes	No	7.1	Multiple function control handle.
Yes	No	7.2	Steering tiller knob
Yes	No	7.3	Automatic applied parking brake upon exit of control cab.
Yes	No	7.4	Hour meter.
Yes	No	7.5	Discharge indicator.
Yes	No	7.6	Suspended floor board.
Yes	No	7.7	Single brake pedal.
Yes	No	7.8	Power steering.
Yes	No	7.9	Horn.
Yes	No	7.10	Emergency disconnect.
Yes	No	7.11	Keyed start.
Yes	No	7.12	Amber strobe light mounted on overhead guard.
		8. Operator Cab	
Yes	No	8.1	Padded arm rest.
Yes	No	8.2	Padded back rest.
Yes	No	8.3	Thigh pad.
Yes	No	8.4	Overhead guard.
		9. Battery	
Yes	No	9.1	Sealed and maintenance free.
Yes	No	9.2	Minimum of 600 amp-hour rating.
		10. Battery charger	
Yes	No	10.1	Industry type.
Yes	No	10.2	Three (3) phase power source.
Yes	No	10.3	Suitable for maintenance free battery charging.
Yes	No	10.4	Bidder shall provide complete setup and installation of charging system.

Meets Specifications		Specification Requirement (Circle compliance “yes” or “no” and provide information as requested)
		11. Warranties
Yes	No	11.1 Manufacturer shall provide a full equipment warranty for a period of one (1) following the date of delivery.
		12. Optional Service Agreement
Yes	No	12.1 Bidders shall offer an annual service agreement as recommended by the manufacturer.
Yes	No	12.2 The service agreement shall included all recommended maintenance and inspection procedures.
Yes	No	12.3 All maintenance and inspections shall be performed at the Lincoln Water System facility.
Yes	No	12.4 The service agreement shall have a term of one year, with the option to renew for two additional, one year terms.
Yes	No	12.5 Complete details of the service agreement shall accompany the bid proposal.
		13. Operator Manuals
Yes	No	13.1 Two (2) Operator and Maintenance manuals specific to the model and equipment supplied shall accompany delivery of the equipment.
Yes	No	13.2 Operation and Maintenance information shall include, but not be limited to, general operating instruction, recommended spare parts, preventive maintenance, trouble shooting guides, wiring diagrams, schematics and parts exploded views.
		14. Training
Yes	No	14.1 The supplier of the forklift truck and associated equipment listed herein shall provide a minimum of 4 hours of on-site operation and maintenance training by a qualified, experienced factory trained technician/operator.
Yes	No	14.2 Training shall be in addition to the maintenance and operation manuals required in these specifications and shall include but not limited to the following:
Yes	No	14.2.1 Familiarization with the operation manual, parts lists, drawings and schematics.
Yes	No	14.2.2 Review and demonstrate all modes of operation and the function of specific equipment items.

Meets Specifications		Specification Requirement (Circle compliance “yes” or “no” and provide information as requested)	
Yes	No	14.2.3	Review safety references and proper precautions in the operation and maintenance of the equipment.
Yes	No	14.2.4	Review the manufacturer’s recommended maintenance of the equipment to include task identification, frequency and scheduling, possible problems and trouble shooting procedures.
Yes	No	14.2.5	Identify and familiarize service representatives, parts ordering, service and emergency contacts.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.